

MASTER SERVICES AGREEMENT

HealthARCH And “COMPANY”

This Master Services Agreement (“Agreement”) is entered into as of _____ (the “Effective Date”) by and between the University of Central Florida Board of Trustees, for the benefit of the College of Medicine d/b/a HealthARCH (“HealthARCH”) and _____ dba _____ (“Company”). HealthARCH and Company are collectively referred to as the “Parties”.

1. HEALTHARCH RESPONSIBILITIES

- a. HealthARCH will provide the specific services described in the “Scope of Work” (SOW), attached hereto as Exhibit A (“Services”).
- b. If Company seeks services above and beyond the Services identified in Exhibit A (e.g. longer duration, additional providers, other services), HealthARCH and Company must both agree in writing, signed by both Parties, to the additional services and the fees for those services in a separate SOW before any chargeable work is performed.

2. COMPANY RESPONSIBILITIES

Company agrees to:

- a. Be cooperative and provide the necessary resources (documents, personnel, information, etc.) required for the performance of the Services.
- b. Assure a high level of participation from management team, and others (as appropriate), in meetings, interviews, data gathering, analysis, and other related activities during the engagement.
- c. Facilitate support from an administrative staff member or others as appropriate during the course of the engagement to assist in coordinating all activities and meetings.
- d. Provide appropriate work space that includes access to the internet (for on-site activities).
- e. Commit to working collaboratively with the HealthARCH team in order to meet the milestones and timeline as agreed upon in the written Project Plan.

3. COMPENSATION

Company will pay HealthARCH the specified amount in accordance with the Billing Terms in Exhibit A by either mailing payment to HealthARCH, Attn: HealthARCH Accounting Department, at the address provided on the company invoice or via credit card using the link provided on the Company Invoice.

In the event an invoice is not paid within sixty (60) days from original invoice due date, HealthARCH will suspend work and withhold any deliverables until Company account is current and Company agrees to pay all collection costs, court costs, and legal fees incurred by HealthARCH to collect delinquent accounts.

4. TERM AND TERMINATION

- a. **Term.** This Agreement is effective as of the Effective Date and remains in effect until terminated as provided under this Section 4.
- b. **Termination without Cause.** Either party may terminate this Agreement without cause, at any time, by providing 30 days advance written notice to the other party. Any outstanding amounts for Services provided prior to the termination or expiration of the Agreement shall be paid to HealthARCH within 30 days of the termination or expiration. Deposits will not be refunded.
- c. **Termination with Cause.**
 - i. HealthARCH may terminate this Agreement by providing 10 days written notice to Company of Company's breach of this Agreement, including Company's failure to meet its responsibilities under Section 2 or Exhibit A, or failure to make payments as required in Section 3, unless Company cures the breach prior to the termination date.
 - ii. Company may terminate this Agreement by providing 10 days written notice to HealthARCH of HealthARCH's breach of this Agreement, including HealthARCH's failure to meet its responsibilities under Section 1 a, unless HealthARCH cures the breach prior to the termination date.
 - iii. In the event of termination, HealthARCH shall be entitled to payment for work completed as set forth in Exhibit A prior to the termination date. Any outstanding amounts for Services provided prior to the termination date shall be paid to HealthARCH within 30 days of the termination. HealthARCH shall return any unearned prepaid fees (excluding any deposits) within 120 days after the Company has returned termination forms to HEALTHARCH. THE RIGHT OF TERMINATION AND TO A REFUND SET FORTH IN THE PRECEDING SENTENCE SHALL CONSTITUTE COMPANY'S SOLE AND EXCLUSIVE REMEDY AGAINST HEALTHARCH FOR ANY BREACH OF THIS AGREEMENT, WHICH REMEDY SHALL APPLY EVEN IF IT FAILS OF ITS ESSENTIAL PURPOSE.

5. GENERAL

- a. HealthARCH may make recommendations, suggestions, or provide information to the Company concerning vendors, hardware, software, etc. but the Company will make its own independent selections and decisions, and is encouraged to retain its own consultants and advisors. Company agrees that HealthARCH shall not be a party to any vendor agreements and HealthARCH shall not have any liability under any vendor agreements or for any acts or performance by any vendors.
- b. Company acknowledges and agrees that in performing the Services, HealthARCH is acting in an advisory role only. HEALTHARCH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PERFORMANCE OF THE SERVICES OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. HEALTHARCH MAKES NO WARRANTIES AS TO THE ADEQUACY OR CAPACITY OF ANY VENDORS, VENDOR AGREEMENTS, HARDWARE, SOFTWARE, INFORMATION, ASSISTANCE OR THE SERVICES OR THAT THEY WILL ATTAIN SOME OR ALL OF THE PERFORMANCE OBJECTIVES OR GOALS OF COMPANY. This Agreement provides for the performance of services and is not a sale of goods.
- c. IN NO EVENT SHALL HEALTHARCH OR HEALTHARCH'S AFFILIATES (AS DEFINED BELOW) BE LIABLE TO COMPANY FOR ANY: (I) MONETARY AMOUNT GREATER

THAN THE TOTAL AMOUNTS ACTUALLY PAID BY COMPANY TO HEALTHARCH PURSUANT TO THIS AGREEMENT; OR (II) LOSS OR INJURIES TO EARNINGS, REPUTATION, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY PERSONS OR ENTITY WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF HEALTHARCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The term "HealthARCH's Affiliates" shall mean The University of Central Florida Board of Trustees and the UCF College of Medicine and each of their employees, agents, contractors, representatives, successors and assigns.

- d. **Governing Law & Jurisdiction.** This Agreement is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Venue for legal actions which may arise out of this Agreement shall be in the state or federal courts located in Orange County, Florida.
- e. **Entire Agreement.** This Agreement (including SOWs) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties, and any continuing services by the HealthARCH under prior agreements shall be subject to this Agreement. Any modification or waiver to this Agreement must be in writing and signed by both Parties.
- f. **Notice.** Any notice regarding this Agreement must be in writing and sent to the Parties by certified mail, return receipt requested, or by hand delivery with receipt, effective upon delivery, at the following addresses:

HEALTHARCH: HealthARCH
Attn: Executive Director
1101 N. Lake Destiny Rd Suite 300
Maitland, FL 32751

With a copy to:

University of Central Florida College of Medicine
Attn: John E. Malek, JD, RPh
Principal Legal Counsel, Health Affairs
6850 Lake Nona Boulevard
Orlando, FL 32827

COMPANY:
Company Name: _____
Attn: _____
Address: _____

- g. **Assignment.** Either party may assign this Agreement in connection with the merger, consolidation or sale of all or substantially all of its assets, upon 20 days written notice to the other party, provided that the acquirer agrees to assume all responsibilities and obligations

under this Agreement. Any other assignment of this Agreement, and the associated rights and obligations, requires the advance written consent of the other party.

- h. **Relationship of the Parties.** The Parties are independent contractors and not partners, agents, employees, or representatives of each other. Neither party shall have any obligations with respect to the employment contributions, taxes, premiums, insurance or other items payable under federal, state and local laws with respect to the activities of the other party.
- i. **Third-party Rights.** This Agreement does not create, and should not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- j. **Remedies and Waivers.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by both Parties.
- k. **Include/Including.** “Include” or “including” means include or including without limitation.
- l. **Authorized Representatives.** The signatory to this Agreement on behalf of Company has authority to legally bind Company and each provider of Company. The signatory to this Agreement on behalf of HealthARCH has authority to bind HealthARCH.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COMPANY

Legal Name of Company:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Organizational NPI: _____

Organization Tax ID #: _____

HEALTHARCH

University of Central Florida Board of Trustees,
for the benefit of the College of Medicine
d/b/a HealthARCH

Signature: _____

Print Name: Scott Langdon

Title: Executive Director

Date: _____